

Exhibit 7

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GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



U.S. General Services Administration Greater Southwest Region 7

Brownsville Gateway Modernization

RFP CONTENTS OF OFFER

PHASE I – Qualifications

GSA RFP No. 47PH0824R0005

RFP Issue Date: February 2, 2024

Proposal Due Date: March 4, 2024

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
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OFFERORS - EXTREMELY IMPORTANT

The Inflation Reduction Act of 2022 (IRA), Pub. L. No. 117-169, enacted in August 2022, provided GSA with significant funding for (a) measures necessary to convert facilities to high-performance green buildings, (b) acquisition and installation of construction materials and products with substantially lower levels of embodied greenhouse gas emissions, and (c) emerging and sustainable technologies. The Contract resulting from this RFP will be funded in part by IRA appropriations, and it contains numerous IRA-specific requirements. Requirements include, but are not limited to, requirements regarding pricing, invoicing, submittals, materials, and construction. In addition, please note that this RFP contains an evaluation factor favoring certain construction materials with the lowest possible levels of embodied carbon. Offerors shall carefully review this RFP, the Statement of Work, the Specifications, and the Drawings. Offerors are responsible for accurately pricing and, if successful, fully performing all Contract requirements.

Terminology: This Request for Proposal and all related documents use the terms "Request for Proposal (RFP)" and "Solicitation" interchangeably.

Proposal Due Date and Time: Phase I – Technical Qualifications Proposal shall be submitted no later than 1:00 pm (Central) on March 4, 2024. The proposal shall be submitted electronically to the Contracting Officer, Ashley Morgan, at ashley.morgan@gsa.gov and Marsha Howard, at marsha.howard@gsa.gov.

Acknowledgement of Amendments: If you intend to submit an offer for this project, email the Contracting Officer at ashley.morgan@gsa.gov in sufficient time before the proposal submission date to make certain you have received all amendments issued, if any. Acknowledgement of receipt of all amendments shall be included in your proposal.

GACA Account: Vendors are required to create or use an existing GSA Affiliated Custom Account (GACA) for access to documents greater than 25MB. GACA instructions are included as an attachment to this RFP (Attachment 2). Once the account has been created, notify the GSA Contracting Officer Ashley Morgan (Ashley.Morgan@gsa.gov) and GSA Project Manager/Contracting Officer's Representative (COR), Jason Williams (jason.williams@gsa.gov), to receive a link to the Google Drive folder containing all the RFP documents (i.e. Appendices and other Attachments to the SOW).

Late Proposals: Proposals must be received by the date, time and place identified in this RFP. Late proposals will be handled in accordance with FAR 52.215-1 (Instructions to Offerors – Competitive Acquisition).

Electronic Submission of Proposals: Offers must be **received by the email address of the GSA Point of Contact (POC)** listed herein on or before the date and time established for receipt of offers. The date and time of receipt will be established according to the Government computer system's documentation showing the exact official time of receipt by the GSA POC listed herein and **not** by the time the electronic proposal was sent by the Offeror or received by

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



the GSA server. It is the Offeror's responsibility to ensure proposals are complete and submitted early enough to be received by the GSA POC before the deadline, and to confirm receipt before the deadline. Proposals or portions of proposals which are received by the GSA POC later than the time noted within will be rejected and will not be considered.

NOTE: The maximum file size is 25 MB. GSA has occasionally experienced delays in delivery of emails from the GSA server to an email account. Therefore contractors/offerors need to plan accordingly.

WARNING: Consistent with GAO case law on the issue of "late-is-late rule" related to electronically submitted proposals, GSA will strictly comply with and enforce FAR 52.215-1(c)(3)(ii)(A). Pursuant to GAO's application of FAR 52.215-1(c)(3)(ii)(A), an electronically submitted proposal that is received late will not be considered unless (1) it is received before award is made, (2) the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition and (3) it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals. FAR 52.215-1 (c)(3)(ii)(A)(1).

Questions Concerning the RFP: All questions concerning this RFP shall be submitted in writing, via [Google Form](#), no later than 1:00 pm (Central) on February 16, 2024. The Government may choose not to act upon offeror's questions received after February 16, 2024. Submit questions individually.

Bid Bond: A Bid Guarantee is required at Phase II submission for this task order in accordance with FAR 52.228-1. Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid. Bid Guarantee (bid bond) is 20% of price but not to exceed \$3,000,000.

Note on Potential Impact as a Result of COVID-19: At this point it is unknown whether the COVID-19 pandemic will impact this RFP or the resulting task order. The Government is monitoring the situation as it changes and as needed the RFP may be amended to incorporate changed/new requirements. Offerors may submit any questions or comments to the Contracting Officer, Ashley Morgan, at ashley.morgan@gsa.gov.

Wage Determination and Minimum Wage: Davis-Bacon Act Wage Determination No. **TX20240003** and **TX20230236** are hereby incorporated into this RFP and task order. The wage determinations may be revised prior to award of this task order. The current wage determinations at time of award will be incorporated into the task order.

Executive Order (EO) 14026 (incorporated herein at FAR 52.222-55) requires that federal contractors pay workers performing work on or in connection with covered contracts at least (1) \$15.00 per hour beginning January 30, 2022, and (2) beginning January 1, 2023, and every year thereafter, an inflation-adjusted amount determined by the Secretary of Labor in accordance with EO 14026 and appropriate regulations. The EO 14026 minimum wage in effect from January 1, 2024 through December 31, 2024 is \$17.20 per hour.

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



IDIQ Task Order Submission: Contractors must send written notice to the Task Order Contracting Officer if they are not submitting a proposal to an RFP for which active RFP participation is a requirement, with an explanation of why they are not submitting a proposal. This written notice must be submitted within the number of business days specified in the RFP for proposal. If a contractor does not actively participate in this task order RFP within its primary pool(s) for reasons other than bonding and/or MOL, then (a) the contractor acknowledges that non-participation may contribute negatively to the base IDIQ contract performance evaluation and (b) the base IDIQ Contracting Officer may determine that it is in the best interest of the Government to not exercise any remaining IDIQ option periods.

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



Phase I – Request for Qualifications

Table of Contents

- I. General Information
 - A. The Project
 - B. The RFP and Contract
 - C. List of Phase I RFP Documents
 - D. Authorized Representatives
 - E. Pre-Proposal Conference
 - F. Estimated Price Range
 - G. Questions Regarding Phase I
 - H. Receipt of Qualifications
 - I. Competition
 - J. Clauses
- II. Proposals
 - A. Proposal Contents
 - B. Proposal Format
 - C. Technical Proposal
 - D. Other Requirements
- III. General Provisions
 - A. Availability of Funds
 - B. Requests for Clarification or Interpretation
 - C. Information Concerning the Disclosure of RFP Results
 - D. Affirmative Procurement Program
 - E. Notice Concerning Preparation of Proposals
 - F. Bond Requirements (Phase II Requirements)
 - G. Contractor Performance Information
 - H. Safeguarding and Dissemination of Controlled Unclassified Information (CUI) Building Information
 - I. INFORM
 - J. Mega Construction Project Program
- IV. FAR/GSAR RFP Provisions
 - A. FAR 52.222-33 Notice of Requirement for Project Labor Agreement, Alternate III (Jan 2024)
 - B. FAR 52.225-12 Notice of Buy American Requirement-Construction Materials Under Trade Agreements. (May 2014)
 - C. FAR 52.233-2 Service of Protest (Sep 2006)
 - D. GSAR 552.236-74, Evaluation of Options (March 2019)
- V. FAR/GSAR Clauses
 - A. FAR 52.211-12 Liquidated Damages – Construction (Sep 2000)

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



- B. FAR 52.222-34 Project Labor Agreement, ALT II (Jan 2024)
- C. FAR 52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022)
- D. FAR 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
- E. FAR 52.223-15 Energy Efficiency in Energy-Consuming Products (May 2020)
- F. FAR 52.228-1 Bid Guarantee (Sep 96)
- G. GSAR 552.236-74 Evaluation of Options (Mar 2019)
- H. GSAR 552.236-77 Government's Right to Exercise Options (Mar 2019)

VI. Method Of Award

- A. Evaluation of Phase I Proposals
- B. Evaluation of Phase II Proposals
- C. Determination of Responsibility
- D. Price Reasonableness
- E. Unbalanced Price
- F. Total Evaluated Price
- G. Non Price Factors
- H. Economic Price Adjustment

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



I. General Information

I.A. The Project

Through its Design Excellence Program, the U.S. General Services Administration (GSA) commissions our nation's most talented creative professionals to design outstanding federal workplaces. These projects embody an exemplary integrated process whose results deliver enduring value to taxpayers. GSA defines quality as the thoughtful expression of artistry, local culture, and democratic values like civic participation, accessibility, and transparency, achieved in balance with affordability, constructability, reliability, and industry-leading sustainable performance. Design Excellence is the means by which GSA realizes the Guiding Principles for Federal Architecture, which President Kennedy authorized in 1962, and it is one of the agency's primary vehicles for catalyzing positive, inclusive change in local communities.

Continuing this legacy of world-class public architecture, GSA announces an opportunity for Design Excellence for the Brownsville Gateway Land Port of Entry, Design-Build (DB) Construction/Modernization Project.

The Brownsville Gateway Land Port of Entry is the facility that provides controlled entry into or departure from the United States for non-commercial persons traveling by foot (pedestrians) or by Privately Owned Vehicle (POV). The current facility sees approximately 92,000 passenger vehicles (POVs) and 89,000 pedestrians through the port each month.

The U.S. General Services Administration (GSA) intends to award a Firm-Fixed-Price (FFP) DB Contract for the Brownsville Gateway Modernization Project pursuant to the Federal Acquisition Regulation (FAR) two phase Design-Build Selection Procedures and incorporating Art in Architecture Program, Historic Preservation, Design - Construction - Operational Excellence policies and procedures, IRA related requirements, and other requirements as described within this Statement of Work.

The Gateway Land Port of Entry, located in Brownsville, TX, is one of the busiest ports in the Rio Grande Valley region for pedestrian and non-commercial vehicle traffic. The port is the "Gateway" for a significant portion of the student population who attend the two local universities in the area, Texas Southmost College, and the University of Texas Rio Grande Valley.

The current border crossing began operations in the 1920's and began expansion of the building footprint starting in 1957. The typical anticipated life of a facility of this nature is 50 years and as such has reached its full potential. Due to age and use of the facility continued repair and maintenance has become costly. As part of the Bipartisan Infrastructure Law (BIL), the Brownsville Gateway LPOE received funding for its modernization based on a feasibility study completed in November 2018.

The current LPOE sits on approximately 7.13 acres situated in a downtown business district. The site is surrounded by adjacent buildings, public ways and water making reasonable expansion of the port unattainable. Commercial operations have been relocated from this port to the Brownsville Veterans Land Port of Entry since its opening in 1999. The footprint dedicated to

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



the currently unused commercial inspection facilities will provide the needed space on the site for the modernization of the Gateway LPOE.

The Gateway LPOE Modernization will completely replace all the buildings on the site with updated and state of the art facilities. The project will consist of design and construction of a new 40,000 - 60,000sqft administration building, 40,000 square foot non-commercial vehicle inspection space consisting of ten (10) lane primary inspection booths with canopy, regular and hardened secondary inspection with violator enforcement areas, outbound inspection, canine enforcement & kennel space, and a two-story parking garage. Additional ancillary spaces around the site will also be required as included in the program documents.

The design-build scope of work includes all management, supervision, labor, equipment and materials required to provide architectural, engineering, construction, and other related services necessary to design and construct the new facilities as well as demolish the existing facilities. Related services include, but are not limited to, site planning, utility relocation (as needed), testing and inspection during construction, commissioning, and potential additional analysis of the site.

The project shall provide for High-Performance facility as defined by the Energy Policy Act of 2005 (Public Law 109-058) and Energy Independence and Security Act (EISA) of 2007 as a: "buildings that integrate and optimize all major high-performance building attributes, including energy conservation, environment, safety, security, durability, accessibility, cost-benefit, productivity, sustainability, functionality, and operational considerations.

I.B. The RFP and Contract

(1) This procurement is being conducted using the two phase selection process found in FAR 36.3. Qualification proposals will be evaluated in Phase One to determine which offerors will submit proposals for Phase Two. One contract will be awarded using competitive negotiation. In Phase I, GSA will select a short list of the most highly qualified offerors and request that those offerors submit Phase II proposals. All responsible sources may submit a Phase I proposal. A maximum of three (3) firms will be selected to submit Phase II proposals. Only those selected offerors are authorized to submit Phase II proposals. Those offerors not selected for participation in Phase II will be notified in accordance with FAR 15.503(a).

In Phase II, Offerors are invited to submit a proposal for the Brownsville Gateway Modernization Project which is subject to the mandatory use of a Project Labor Agreement (PLA). Phase II proposals not containing a draft PLA will be deemed nonresponsive and will not be evaluated by GSA.

If your proposal is accepted and an award is anticipated, the apparent awardee shall, as a prerequisite to award, provide GSA with a signed, fully executed copy of the accepted PLA with one or more labor organizations for the term of the resulting contract.

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



The signed PLA must meet the minimum standards of the RFP and must be received at contract award or the time frame indicated in the RFP. If for any reason, the apparent successful offeror fails to furnish such PLA within the time stated in the RFP, the Government may, in its sole discretion, eliminate the proposal from consideration and select the next apparent successful offeror.

This guidance does not require any contractor or subcontractor to enter into a project labor agreement with any particular labor organization.

(2) This RFP sets forth requirements and evaluation factors for Phase I qualifications proposals and the DRAFT evaluation factors for Phase II proposals for a Contract to construct the Project. Proposals conforming to the RFP requirements will be evaluated in accordance with the Method of Award set forth herein. The Government will award the Contract to the selected Offeror, subject to the conditions set forth herein.

(3) Neither the RFP nor any part of an Offeror's proposal shall be part of the Contract except to the extent expressly incorporated therein by the Contracting Officer.

I.C. List of Phase I RFP Documents

The RFP Documents are comprised of:

- (1) Contents of Offer – Phase I and Attachment 1, Past Performance Questionnaire, and Attachment 2, GACA Instructions, dated 2/2/2024
- (2) Contents of Offer – Phase II (DRAFT) & Attachment 1, SB Participation Commitment Document (SBPCD) dated TBD
- (3) Brownsville Gateway Pricing Sheet (Phase II Submission)
- (4) Davis Bacon Wage Determination - TX20240003 & TX20230236, dated 1/5/2024
- (5) Scope of Work, dated 2/2/2024
- (6) Appendices, Specifications, Drawings and other Attachments to the SOW
- (7) IRA Sustainability Factor Table (Phase II Submission)

I.D. Authorized Representatives

The following individuals are designated as the authorized GSA representatives under this RFP:

Name: Ashley Morgan, GSA Contracting Officer
Address: General Services Administration
819 Taylor Street
Fort Worth, Texas 76102-6105
Telephone: (817) 223 - 9839
Email: ashley.morgan@gsa.gov

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



Name: Jason Williams, GSA Project Manager
Address: General Services Administration
819 Taylor Street
Fort Worth, Texas 76102-6105
Telephone: (817) 825 - 5591
Email: jason.williams@gsa.gov

I.E. Phase II Pre-Proposal Conference, Industry Day, and Site Visit

Date: Tentatively scheduled for the week of April 08-12, 2024

Time: TBD

Location: TBD

An announcement will be posted to sam.gov for interested subcontractors, suppliers, manufacturers and other interested parties to participate.

Offerors should note that the Pre-Proposal Conference, Industry Day, and Site Visit information will be provided at Phase II. Phase I offer is not a site dependent submission.

I.F. Estimated Price Range

In accordance with GSAM 536.204 Disclosure of the Magnitude of Construction Projects, this project is between \$170,000,000 and \$190,000,000

I.G. Questions Regarding the RFP

All questions concerning this RFP shall be submitted in writing, via [Google Form](#), no later than 1:00 pm (Central) on February 16, 2024. The Government may choose not to act upon offeror's questions received after February 16, 2024. Any responses provided by GSA will be provided to all offerors as an Amendment to the RFP.

I.H. Receipt of Qualifications

(1) In order to be considered for Phase II and award, Phase I proposals conforming to the requirements of the RFP must be received electronically via e-mail no later than **1:00 pm (central time)** on the following date and at the following address.

Date: Monday, March 4, 2024

Email Address: ashley.morgan@gsa.gov

(2) All submittals must clearly indicate the RFP number 47PH0824R0005.

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



(3) Electronic Submission of Proposals: Offers must be **received by the email address of the GSA Point of Contact** (POC) listed herein on or before the date and time established for receipt of offers. The date and time of receipt will be established according to the Government computer system's documentation showing the exact official time of receipt by the GSA POC listed herein and **not** by the time the electronic proposal was sent by the Offeror or received by the GSA server. It is the Offeror's responsibility to ensure proposals are complete and submitted early enough to be received by the GSA POC before the deadline, and to confirm receipt before the deadline. Proposals or portions of proposals which are received by the GSA POC later than the time noted within will be rejected and will not be considered.

NOTE: The maximum file size is 25 MB. GSA has occasionally experienced delays in delivery of emails from the GSA server to an email account. Therefore contractors/offerors need to plan accordingly.

(4) **WARNING:** Consistent with GAO case law on the issue of "late-is-late rule" related to electronically submitted proposals, GSA will strictly comply with and enforce FAR 52.215-1(c)(3)(ii)(A). Pursuant to GAO's application of FAR 52.215-1(c)(3)(ii)(A), an electronically submitted proposal that is received late will not be considered unless (1) it is received before award is made, (2) the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition **and** (3) it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals. FAR 52.215-1 (c)(3)(ii)(A)(1).

(5) The Contracting Officer is the only individual who can commit the Government to the expenditure of public funds in connection with this proposed procurement. The content of all proposals will remain confidential until an award is made.

(6) Each evaluator will sign and provide a "Conflict of Interest Acknowledgement and Nondisclosure Agreement."

I.I Competition

The Request for Proposals (RFP) will be issued to all nine (9) contractors that received an award from GSA in response to the RFP for the National Complex Construction IDIQ Contracts (over \$1M).

I.J. Clauses

In addition to the clauses included herein, all clauses incorporated in the Offeror's IDIQ Base Contract will be in effect for this task order.

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



I.K. Period of Performance

Included in Phase II

II. Proposals

II.A. Proposal Contents

Proposals shall consist of the following:

- a. The first page of the proposal shall include the firm's name, RFP number (47PH0824R0005), Date of Submission, IDIQ contract number and which option year the firm is currently in under its contract, name/title and signature of authorized individual to sign on behalf of the offeror
- b. The Phase I Technical Proposal documents, completed and executed in accordance with this RFP.
- c. Acknowledgement of all amendments
- d. To aid in evaluation of proposals, each proposal shall be clearly and concisely prepared in writing (by way of email); include all information required by this RFP, with page numbers and logically assembled.

II.B. Proposal Format

Phase I submissions shall be no more than 50 pages, at least 11 font size, in an 8-1/2" x 11" format and submitted electronically.

II.C. Technical Proposal

If the lead designer is an individual, then their portfolio must include:

- Three constructed projects completed by the lead designer within the past 10 years; each exhibit should include images and text whose length abides the page-count limit for the overall submission, and text must identify the individual's specific role in the project, as well as the methods proposed for integrating client and local community input into the design. The lead designer may have headed these projects with the affiliated design firm or with other entities.
- Five constructed projects completed by the proposed design firm within the past 10 years; each exhibit should include images and text whose length abides the page-count limit for the overall submission.
- A biographical profile of the lead designer, not to exceed three pages, that at a minimum encompasses education, professional experience, awards or other recognition, and areas of responsibility.
- A statement of the lead designer's design intent, not to exceed two pages, that conveys personal understanding of the proposed project's challenges and opportunities; the statement

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



will also include a vision for the design solution, including a philosophy of architectural expression that is informed by local community desire as well as the vernacular of the region.

If the lead designer is a team of two people, then the portfolio must include:

- Two constructed projects per lead designer, completed within the past 10 years; each exhibit should abide the page-count limit for the overall submission, and its text must identify the individual's specific role.
- Five projects constructed by the proposed design firm within the past 10 years, with text and images abiding submission limits.
- A biographical profile of each lead designer, not to exceed three pages, that at a minimum encompasses each lead designer's education, professional experience, awards or other recognition, and areas of responsibility.
- A statement of philosophy and design intent, not to exceed two pages, that conveys the lead designers' combined understanding of the proposed project's design issues as well as a philosophy for approaching the project.

EVALUATING PHASE I SUBMISSIONS

Phase I submissions should identify a lead designer (which may comprise an individual or two people) and the affiliated design firm. The submission should include the Offeror's technical qualifications, approach to Design-Build, past performance of the Offeror's team, and examples of work by the lead designer and design firm, as well as the lead designer's profile and statement of philosophy and design intent. Standard Form 330, Part II should be used as a cover sheet; the Standard Form 330 is not submitted in its entirety until Phase II.

PHASE I EVALUATION CRITERIA

The following criteria represent the factors that will be used by the Evaluation Team in evaluation of offerors.

Similar in Type: A project consisting of major modernization or new construction of a Government Building, Land Port of Entry, campus or facility area (a project on one site that has multiple buildings or facilities on it), including but not limited to canopies, administration buildings, administration offices, visitor and employee parking areas, major utility relocations, IT and security infrastructure, and road and paving site work.

Residential housing, warehouse projects or improvements to office renovation limited to reconfiguration of spaces within a high-rise office structure are not considered similar in type, regardless of size.

A project is considered similar when, based on the consensus judgment of the evaluating team members, the project has enough characteristics or similarities in common with the subject project that they could be determined comparable.

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



TECHNICAL QUALIFICATIONS (40%)

This evaluation factor considers the extent of the past experience of the General Contractor and A/E members of the Offeror's design-build team.

Each Offeror shall provide sufficient documentation in order to demonstrate the extent of the Offeror's past experience for at least three (3) but no more than five (5) projects of similar size, scope, and complexity. Of this group of similar projects, the General Contractor must have served as the prime contractor of at least one project and the A/E must have had responsibility for developing the detailed design and construction documents for at least one project. ALL projects must have been delivered utilizing the design-build approach with construction achieving substantial completion within the past eight years prior to the submission deadline for Phase I proposals.

The past performance questionnaire (PPQ) (Attachment 1) or the FINAL evaluation from the Contractor Performance Assessment Reporting System (CPARS) shall be submitted for each project presented in this factor. For PPQs, offerors shall ensure correct phone numbers and email addresses are provided for the client point of contact. Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the Offeror is unable to obtain a completed PPQ from a client for a project before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ, by the proposal due date, which will provide contract and client information for the project. If the client requests, the client may submit a questionnaire directly to the Government's point of contact, via email at ashley.morgan@gsa.gov prior to proposal due date and time. Offerors may resubmit questionnaires previously submitted with other proposals or may obtain an updated/new PPQ from a client for any submission. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs.

The Government may consider all relevant past performance information that it becomes aware of during the evaluation process.

The standard for the Technical Qualifications factor is met when the Offeror submits at least three (3) projects of similar size, scope, and complexity with a performance rating of Satisfactory or better on each of CPARS or Past Performance Questionnaire.

Additional favorable consideration may be given for demonstrating relevant technical qualifications. Some of the examples are the following:

- The General Contractor and A/E worked on the project together.
- Certificates, awards, peer recognition, etc. are provided that demonstrate excellence in design, construction, and/or design-build delivery.
- CPARS and/or Past Performance Questionnaire received all or mostly better than Satisfactory.

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



APPROACH TO DESIGN-BUILD (20%) - 10 page limit out of the overall 50 page limit

This factor considers the Offeror's approach to establishing a design-build team that will proactively and collaboratively work together to satisfy the Government's objectives, including the realization of Design Excellence.

Each Offeror must submit a written narrative (not to exceed 10 pages out of the 50 page limit for the proposal) presenting its approach to the design-build process. An Offeror may allocate the 10 pages in any manner it chooses. The narrative must discuss each of the four subjects set forth below.

1. Philosophy and Design Intent: This portion of the narrative should be characterized by clarity, standard grammar, and the absence of clichés or jargon. The Government expects clear, thoughtful phrases that demonstrate the ability of the team to communicate ideas. Topics may include the parameters of an overall design philosophy, the approach to the challenge of public architecture, commitment to integrated and sustainable design, and the parameters that may apply to the Gateway LPOE project.

2. Management Process: This portion of the narrative shall describe the overall management approach to design-build including such topics as the lines and methods of communication, decision-making processes, interaction with consultants, the means to integrate client and community input, the physical location of major design and production work, work to be produced in remote offices, the role of specialty contractors, and managing quality and cost.

3. Design Excellence: This portion of the narrative shall describe the approach to supporting and collaborating as a cohesive team in order to realize GSA's Design Excellence goals which seeks to commission our nation's most talented constructors, designers, and artists to deliver federal buildings of outstanding quality and value that balance aesthetics, cost, functionality, constructability, reliability while creating environmentally superior workplaces for federal employees and giving contemporary form and meaning to our democratic values.

The standard is met when:

- The Offeror's philosophy and design intent is clearly articulated, realistic and well thought out and suitable for the project.
- There is a satisfactory probability that the Offeror's management process will result in a cohesive and collaborative team effort providing confidence that the project will be successful.
- There is a satisfactory probability that the Offeror will realize Design Excellence on this project.

Additional favorable consideration may be given for demonstrating an approach to design-build that provides high confidence in the offeror's ability to successfully complete this project. Some examples are the following:

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



- Convincing narrative showing the offeror will be able to successfully implement the described design-build philosophy on projects submitted under the Technical Qualifications factor.
- Convincing narrative showing the offeror will be able to successfully implement the management process on projects submitted under the Technical Qualifications factor.
- Examples of a patented process or unique product or approach on which the design-builder intends to rely in delivering the project.

LEAD DESIGNER (25%)

This factor considers the Lead Designer's portfolio in the context of Design Excellence.

Each Offeror must submit a portfolio that is representative of the Lead Designer's ability to support the Design Excellence program. If the Lead Designer is an individual, submit a portfolio of up to three (3) projects completed in the last ten (10) years (maximum of 5 pages per project). If the Lead Designer is a team, submit a portfolio of up to two (2) completed projects by the lead designer(s) on the team (maximum of 5 pages per project). Address the lead designer(s) specific participation in each project. Each project must include a narrative that addresses the design approach with salient features and discuss how the client's program, functional, image, mission, economic, schedule, and operational objects were satisfied by the overall design/planning solution. Include tangible evidence such as certificates, awards, or peer recognition demonstrating Design Excellence. The Offeror may include the following additional information under this evaluation factor that will NOT count against the page limitation of the submission:

- 1) For each project, EITHER a representative floor plan, a site plan, a rendered 3-D model, a building section, or other appropriate drawing.
- 2) Two pages of photographs for each project.

The standard is met when:

- The submission demonstrates the Lead Designer's technical capability, Design Excellence and creativity relevant to this project.
- The submission demonstrates the Lead Designer's ability to address design issues and challenges.
- The submission demonstrates the Lead Designer's design leadership and the ability to meet the client criteria and needs.

Additional favorable consideration may be given for any of the following:

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GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



- Lead Designer has a track record of delivering superior quality as evidenced by professional peer recognition.
- Lead Designer demonstrates technical capability and creativity by demonstrating experience with complex building projects.
- Designs demonstrate a consistently high level of exploration, rigor, and personal commitment to Design Excellence.
- The Lead Designer's portfolio includes a project that is similar in size, scope, and complexity to the work that is being procured.

PAST EXPERIENCE OF OFFEROR'S TEAM (15%)

This factor considers the past performance of the companies/firms that will support the General Contractor and A/E in providing design and construction services. The Government will evaluate the probability that the Offeror's Team will be able to successfully support the execution of the project based on the past experience. Aspects of consideration include past experience with the design-build delivery method, project scopes, budgets, and period of performances.

Each company/firm submitted under this evaluation factor must have successfully delivered at least one (1) project, of similar size, scope, and complexity in the same or similar capacity as that for which they are being proposed on this project with construction achieving substantial completion within the past ten years prior to the submission deadline for Phase I proposals.

The standard is met for this evaluation factor when evidence is provided that displays a satisfactory probability that the Offeror will be able to perform the functions required by the positions proposed based on the past experience.

Additional favorable consideration may be given for demonstrating relevant past experience that provides high confidence in the offeror's ability to successfully perform this project. Some of the examples are the following:

- Companies/firms that have worked with the General Contractor or A/E on projects of similar size, scope, and complexity.
- Companies/firms that have experience on more than one (1) project, of similar size, scope, and complexity in the same or similar capacity for which they are being proposed on this project. No additional consideration will be given for submission of more than five (5) projects.
- Certificates, awards, peer recognition, etc. are provided that demonstrate professional excellence.

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



SHORTLIST

The Evaluation Team will evaluate the proposals based on the evaluation factors as announced in this RFP and will determine which most highly qualified Offerors (shortlisted offerors) will be invited to participate in Phase II through a consensus meeting. Phase II shortlist will include a maximum of the top three most highly ranked firms based on Phase I evaluation. Notifications are sent to the shortlisted firms and to those not selected.

II.D. Other Requirements

Offerors are reminded their SAM registration status must be "Active", at the time their offer is submitted, to be considered for award (see 52.204-7). Offerors submitting a proposal in response to this RFP shall complete electronic Annual Representations and Certifications in conjunction with required Entity registration in System for Award Management (SAM), accessed via [System for Award Management](#).

III. General Provisions

III.A. Availability of Funds

Issuance of this RFP does not warrant that funds are presently available for award of a Contract. Award of the contract shall be subject to the availability of appropriated funds, and the Government shall incur no obligation under this RFP in advance of such time as funds are made available to the Contracting Officer for the purpose of contract award.

III.B. Requests for Clarification or Interpretation

The Government will attempt to answer all requests for clarifications or interpretations of the RFP Documents prior to the date set for receipt of offers. Prospective Offerors should make such requests by February 16, 2024 at 1:00pm central to ashley.morgan@gsa.gov and jason.williams@gsa.gov.

III.C. Information Concerning the Disclosure of RFP Results

This acquisition is being conducted under the provisions of FAR Part 16.505 as a negotiated procurement. In accordance with FAR 3.104 and FAR 15.207, after receipt of proposals, no information regarding the identity of those submitting offers, the number of offers received, or the information contained in such offers will be made available until after award except as provided by FAR 15.503.

III.D. Affirmative Procurement Program

GSA has implemented an Affirmative Procurement Program (APP) intended to maximize the use of recovered materials, environmentally preferable, and bio-based products. Offerors should familiarize themselves with the requirements for using and reporting on the use of such

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



materials in performance as set forth in the Agreement. Refer to Clause FAR 52.223-10 encouraging vendors to practice waste reduction.

III.E. Notice Concerning Preparation of Proposals

Offerors are cautioned to carefully read the entire RFP in order to be fully aware of all requirements and clauses in the contemplated Task Order. Verify that all requested information is supplied and all pricing and other numerical data is accurately calculated, and that all copies of the Offer contain the same information.

III.F. Bond Requirements (Phase II Requirement)

A bid guarantee is required to be submitted with your offer Phase II proposal; any contract awarded will require a performance bond and payment bond. Offerors who utilize individual sureties should note the requirement for a certified, audited, financial statement for each person acting as an individual surety under clause FAR 52.228-1 Bid Guarantee and the requirements of clause FAR 52.228-11 Pledge of Assets.

III.G. Contractor Performance Information

- (1) *Evaluating Contractor Performance:* The General Services Administration is using the Contractor Performance Assessment Reporting System (CPARS) module as the secure, confidential, information management tool to facilitate the performance evaluation process. CPARS enables a comprehensive evaluation by capturing comments from both GSA and the contractor. The website for CPARS is [Contractor Performance Assessment](#)

Completed CPARS evaluations may then be used by the Federal acquisition community for use in making source selection decisions. CPARS assists acquisition officials by serving as the single source for contractor past performance data.

- (2) *CPARS Registration:* Each award requiring an evaluation must be registered in CPARS. The contractor will receive several automated emails. Within thirty days of award, the contractor will receive an e-mail that contains user account information, as well as the applicable contract and order number(s) assigned. Contractors will be granted one user account to access all evaluations.
- (3) *Contractor CPARS Training:* Contractors may sign up for CPARS training. A schedule of classes will be posted to the CPARS training site ([CPARS Training](#)) and updated as needed.
- (4) *Contractor Representative (CR) Role:* All evaluations will be sent the Contractor Representative (CR) named on your award. The CR will be able to access CPARS to review and comment on the evaluation. If your CR is not already in the CPARS system, the contracting officer will request the name and email address of the person that will be responsible for the CR role on your award.

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



Once an evaluation is ready to be released the CR will receive an email alerting them the evaluation is ready for their review and comment. The email will indicate the time frame the CR has to respond to the evaluation; however, the CR may return the evaluation earlier than this date.

GSA shall provide for review at a level above the contracting officer (i.e., contracting director) to consider any disagreement between GSA and the contractor regarding GSA's evaluation of the contractor. Based on the review, the individual at a level above the contracting officer will issue the ultimate conclusion on the performance evaluation.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file.

III.H. Safeguarding and Dissemination of Controlled Unclassified Information (CUI) Building Information

Certain information contained in the RFP Documents may have been designated as Controlled Unclassified Information (CUI) building information. With respect to such information, Offerors shall agree to the terms for receipt of such information, as set forth in the provision "Administrative Matters" in Section III of the Agreement, as a condition of receipt of such information.

III.I. INFORM

A. Overview of the IN-depth Feedback through Open Reporting Methods (INFORM) Process

This RFP is part of GSA's post award communication process called INFORM. The process is designed to enhance the quality and usefulness of post-award communications by providing greater transparency and openness into the procurement process. INFORM seeks to increase GSA-industry communication by providing clearer and more complete information to explain the award decision.

Through the INFORM process, GSA will seek to share additional information with offerors in writing and/or through an oral feedback meeting¹ that is not required by statute or regulation. For Part 15 including mandatory debriefs and Part 16, and in addition to any information required by FAR 15.503 and 15.506, GSA is providing each offeror with the opportunity to participate in the INFORM process as further discussed below.

B. Detailed Description of the INFORM Process

B.1. Component 1 - Notification of Award

¹ The oral feedback meeting may be held in person or via an electronic means.

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



After award and in accordance with any post-award notification timeframes required by regulation (i.e., FAR Parts 15.503(b) and 16.505(b)(6)), the contracting officer will issue written notices to the successful and unsuccessful offerors (the Notification Letter and Evaluation Statement (NLES)). The notices will contain:

- All information required by statute or regulation;
- An unredacted copy of the complete technical evaluation for that particular offeror that includes a full description of the unsuccessful offeror's strengths, weaknesses, risks, and deficiencies;
- An overall technical evaluation summary for that particular offeror and the successful offeror that includes evaluated price; overall technical ranking, rating, or score.

B.2. Component 2 - Request for Oral Feedback Meeting or Written Questions

Within three business days after receipt of the NLES, an offeror may, but is not required to:

- submit a written request to the contracting officer for an oral feedback meeting;
- submit a list of written questions to the contracting officer; or
- take no further action.

If the offeror timely elects to request an oral feedback meeting or submit a list of written questions, GSA will consider any such request to constitute a required debriefing pursuant to FAR 15.506. If an offeror does not request an oral feedback meeting or submit a list of written questions within the three day time period, the receipt of the NLES concludes the INFORM process and satisfies the FAR requirement for debriefs pursuant to FAR 15.506.

If the offeror submits a list of written questions in lieu of the oral feedback meeting, the contracting officer will attempt to respond within five business days of receipt of the written questions. Unless otherwise stated, the contracting officer's response to the written questions will conclude the INFORM process and any corresponding post-award debriefing as further set forth at FAR 15.506.

If the offeror requests an oral feedback meeting, the offeror should provide the following information:

- Primary point of contact;
- List of participants with titles (e.g., Senior Vice President);
- List of topics to assist GSA better prepare for the oral feedback meeting; and
- Preference for in-person, telephone, or web-based conferencing (if available).

B.3. Component 3 - Oral Feedback Meeting

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



During the oral feedback meeting, GSA's objectives are to provide:

- Reasonable responses to written questions submitted by the offeror;
- Explanations for the evaluation conclusions and contract award decisions;
- Any additional information about the fairness and impartiality of the evaluation and why the award decision was rational;
- Reasonable responses to additional questions raised during the meeting;
- Additional transparency into the underlying competition process; and,
- A greater understanding of the evaluation and award process.

GSA will not provide any information that is prohibited by law or regulation.

B.4. Component 4 - Post Oral Feedback Meeting Questions

Within two business days after the conclusion of the oral feedback meeting, the offeror may submit a list of written questions to the contracting officer. The contracting officer will provide a written response within five business days and, unless otherwise noted by the contracting officer, the INFORM process and any corresponding post-award debriefing as further set forth at FAR 15.506 will have concluded.

If the offeror elects not to submit a list of written questions within two days after the oral feedback meeting, the INFORM process and any corresponding post-award debriefing as further set forth at FAR 15.506 is concluded.

III.J. Mega Construction Project Program

The Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) Mega Construction Project (Megaproject) Program fosters equal opportunity in the construction trades workforce of federal contractors and subcontractors on large federal construction projects.

When OFCCP designates a construction project as a Megaproject, OFCCP offers contractors and subcontractors extensive compliance assistance, conducts compliance evaluations, and fosters collaboration across the public and private sectors. From the earliest stages of a designated Megaproject, OFCCP engages a wide range of stakeholders in the community to remove hiring barriers and promote consideration of a diverse pool of qualified workers for jobs in the trades.

The Brownsville Gateway Modernization project has been selected by OFCCP as a megaproject. The successful offeror will be required to participate in the Mega Construction Project Program and comply with the requirements enforced by OFCCP.

To learn more about OFCCP's Mega Construction Project Program, please see <https://www.dol.gov/agencies/ofccp/construction/mega-program>.

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



IV. FAR/GSAR Solicitation Provisions

IV. A FAR [52.222-33](#), Notice of Requirement for Project Labor Agreement (January 2024)

(a) *Definitions.* As used in this provision, the following terms are defined in clause 52.222–34, Project Labor Agreement, of this solicitation “construction,” “labor organization,” “large-scale construction project,” and “project labor agreement.”

(b) Offerors shall—

(1) Negotiate or become a party to a project labor agreement with one or more labor organizations for the term of the resulting construction contract; and

(2) Require its subcontractors to become a party to the resulting project labor agreement.

(c) The project labor agreement reached pursuant to this provision shall-

(1) Bind the Offeror and subcontractors engaged in construction on the construction project to comply with the project labor agreement;

(2) Allow the Offeror and all subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;

(3) Contain guarantees against strikes, lockouts, and similar job disruptions;

(4) Set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the project labor agreement;

(5) Provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and

(6) Fully conform to all statutes, regulations, Executive orders, and agency requirements.

(d) Any project labor agreement reached pursuant to this provision does not change the terms of the resulting contract or provide for any price adjustment by the Government.

(e) The Offeror shall submit to the Contracting Officer a copy of the project labor agreement with its offer.

(End of Provision)

FAR 52.222-33 Notice of Requirement for Project Labor Agreement (Jan 2024) Alternate III (Jan 2024)

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



As prescribed in 22.505(a)(4), substitute the following paragraph (b) in lieu of paragraphs (b) through (e) of the basic provision:

(b)(1) If awarded the contract, the Offeror may be required by the agency to negotiate or become a party to a project labor agreement with one or more labor organizations for the term of the order. The Contracting Officer will require that an executed copy of the project labor agreement be submitted to the agency—

- (i) With the order offer;
- (ii) Prior to award of the order; or
- (iii) After award of the order.

(2) The Offeror shall require its subcontractors to become a party to the resulting project labor agreement for the term of the order.

IV. B. FAR 52.225-12 Notice of Buy American Requirement-Construction Materials Under Trade Agreements. (May 2014)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause [52.225-11](#)).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause [52.225-11](#) in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause [52.225-11](#).

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause [52.225-11](#), the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause [52.225-11](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause [52.225-11](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of Provision)

IV. C. FAR 52.233-2 Service of Protest (Sep 06)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address provided in the provision "Receipt of Qualifications" in Section I.H.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

IV.D GSAR 552.236-74 Evaluation of Options (March 2019)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

V. Clauses

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



V.A. FAR 52.211-12 Liquidated Damages – Construction (Sep 2000)

A. If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of [To be provided during Phase II) for each calendar day of delay until the work is completed or accepted.

B. If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of Clause)

V.B. 52.222-34 Project Labor Agreement (Jan 2024)

(a) *Definitions.* As used in this clause-

Construction means construction, reconstruction, rehabilitation, modernization, alteration, conversion, extension, repair, or improvement of buildings, structures, highways, or other real property.

Labor organization means a labor organization as defined in [29 U.S.C. 152\(5\)](#) of which building and construction employees are members.

Large-scale construction project means a Federal construction project within the United States for which the total estimated cost of the construction contract(s) to the Federal Government is \$35 million or more.

Project labor agreement means a pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a specific construction project and is an agreement described in [29 U. S.C.158\(f\)](#).

(b) The Contractor shall maintain in a current status throughout the life of the contract the project labor agreement entered into prior to the award of the contract.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts with subcontractors engaged in construction on the construction project.

(End of clause)

Alternate II (JAN 2024). As prescribed in [22.505](#) (b)(3), substitute the following paragraphs (b) through (f) for paragraphs (b) through (f) of the basic clause:

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



(b) When notified by the agency (e.g., by the notice of intent to place an order under [16.505\(b\)\(1\)](#)) that this order will use a project labor agreement, the Contractor shall negotiate or become a party to a project labor agreement with one or more labor organizations for the term of the order. The Contracting Officer shall require that an executed copy of the project labor agreement be submitted to the agency—

(1) With the order offer;

(2) Prior to **award of the order**; or

(3) After award of the order.

(c) The project labor agreement reached pursuant to this clause shall—

(1) Bind the Contractor and subcontractors engaged in construction on the construction project to comply with the project labor agreement;

(2) Allow all contractors and subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;

(3) Contain guarantees against strikes, lockouts, and similar job disruptions;

(4) Set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the project labor agreement;

(5) Provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and

(6) Fully conform to all statutes, regulations, Executive orders, and agency requirements.

(d) Any project labor agreement reached pursuant to this clause does not change the terms of this contract or provide for any price adjustment by the Government.

(e) The Contractor shall maintain in a current status throughout the life of the order any project labor agreement entered into pursuant to this clause.

(f) *Subcontracts*. For each order that uses a project labor agreement, the Contractor shall—

(1) Require subcontractors engaged in construction on the construction project to agree to any project labor agreement negotiated by the prime contractor pursuant to this clause; and

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



(2) Include the substance of paragraphs (d) through (f) of this clause in subcontracts with subcontractors engaged in construction on the construction project.

V.C. FAR 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022)

(a) Definitions. As used in this clause—

United States means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.).

Worker – (1)

(i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and—

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute

(40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)

(i) A worker performs on a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs in connection with a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) Executive Order Minimum wage rate.

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of

\$15.00 per hour beginning January 30, 2022.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on <https://www.sam.gov> (or any successor website), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)

(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual

E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to-

- (A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a) ;
- (B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b) ; and
- (C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).
- (d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained

at www.dol.gov/agencies/whd/government-contracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Anti Retaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

V.D. 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)

(a) Definitions. As used in this clause (in accordance with 29 CFR 13.2)-

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



Child, "domestic partner", and "domestic violence" have the meaning given in 29 CFR 13.2.

Employee— (1)

(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)

(i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship has the meaning given in 29 CFR 13.2.

Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

Paid sick leave means compensated absence from employment that is required by

E.O. 13706 and 29 CFR Part 13.

Parent, "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

United States means the 50 States and the District of Columbia.

(b) Executive Order 13706.

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



- (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR Part 13 pursuant to the E.O.
- (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) Paid sick leave. The Contractor shall-
 - (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR Part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR Part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR Part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) Withholding. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR Part 13, or this clause, including-
 - (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment.
 - (1) In the event of a failure to comply with E.O. 13706, 29 CFR Part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the

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GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR Part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR Part 13.

(h) Nothing in E.O. 13706 or 29 CFR Part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR Part 13.

(i) Recordkeeping.

(1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR Part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)

(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29

CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based.

Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4) (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination.

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR Part 13. Interference includes, but is not limited to-

(i) Miscalculating the amount of paid sick leave an employee has accrued; (ii) Denying or unreasonably delaying a response to a proper request to use

paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for—

(i) Using, or attempting to use, paid sick leave as provided for under E.O.

13706 and 29 CFR Part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR Part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O.

13706 and 29 CFR Part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR Part 13.

(k) Notice. The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of

E.O. 13706, 29 CFR Part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) Disputes concerning labor standards. Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

V.E. FAR 52.223-15 Energy Efficiency in Energy-Consuming Products (May 2020)

(a) Definition. As used in this clause—

Energy-efficient product

(1) Means a product that—

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

(2) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are—

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless—

(1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for—

(1) ENERGY STAR® at <http://www.energystar.gov/products>; and

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GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



(2) FEMP at <https://www.energy.gov/eere/femp/energy-efficient-products-and-energy-saving-technologies>.

(End of clause)

V.F. FAR 52.228-1 Bid Guarantee (SEP 96)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States.

The Contracting Officer will return bid guarantees, other than bid bonds—

(1) To unsuccessful bidders as soon as practicable after the opening of bids;

and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements),

as required by the bid as accepted.

(b) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.

(c) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(d) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

V.G. GSAR 552.236-74, Evaluation of Options (Mar 2019)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



V.H GSAR 552.236-77 Government's Right to Exercise Options (Mar 2019)

(a)The Government may exercise any option in writing in accordance with the terms and conditions of the contract at award. Unless otherwise specified, options may be exercised at contract award.

(b)If the Government exercises the option, the contract shall be considered to include this option clause.

(End of clause)

VI. Method of Award

VI.A. Evaluation of Phase I Proposals

The Government will evaluate Phase I proposals based on the following evaluation factors and short list a maximum of three offerors to submit Phase II proposals.

EVALUATION FACTOR	WEIGHT
(1) Technical Qualifications of Firms	40%
(2) Approach to Design Build	20%
(3) Lead Designer	25%
(4) Past Experience of Offeror's Team	15%

VI.B. Evaluation of Phase II Proposals

The Government will award a contract resulting from this RFP to the responsible Offeror whose offer conforming to the RFP will be most advantageous to the Government, Total Evaluated Price and other factors considered. In addition to Total Evaluated Price, the following Phase II non-price factors shall be used to evaluate offers:

EVALUATION FACTOR	WEIGHT
(1) Quality of Design Concept	40%
(2) Qualifications, Experience and Past Performance of Key Personnel	20%
(3) Management and Technical Approach	20%
(4) Sustainability	15%
(5) Small Business	5%

Non-Price Factors in Phase II, when combined, are significantly more important than Total Evaluated Price.

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



Liquidated Damages apply to this contract and will be furnished in Phase II.

VI.C. Determination of Responsibility

Only responsible Offeror may receive an award. In order to be considered responsible, an Offeror must demonstrate that it meets the requirements of FAR 9.104-1. The Contracting Officer's determination of an Offeror's responsibility or non-responsibility may be based upon any information obtained by the Contracting Officer, and is independent of the evaluation of offers set forth herein.

VI.D. Price Reasonableness

The proposed prices will be evaluated for fairness and reasonableness. Price fairness and reasonableness determines whether an Offeror's price is too high. Analysis of price proposals will be performed using one or more of the techniques defined in FAR 15.404 in order to determine price fairness and reasonableness. Normally, price fairness and reasonableness is established through adequate price competition, but may also be determined through price analysis techniques as described in FAR 15.404-1.

VI.E. Unbalanced Prices

Offers must include balanced prices. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of price analysis techniques. All offers with separately priced line items or subline items shall be analyzed to determine if the prices are unbalanced. If price analysis techniques indicate that an offer is unbalanced, the contracting officer shall: (i) Consider the risks to the Government associated with the unbalanced pricing in determining the competitive range and in making the source selection decision; and (ii) Consider whether award of the contract will result in paying unreasonably high prices for contract performance. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

VI.F. Total Evaluated Price (Phase II)

Included in Phase II.

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



VI.G. Non-Price Factors

See non-price factors listed in the 'Technical Proposal' paragraph in Section II.

VI.H. Economic Price Adjustment clause

Included in Phase II, if applicable.

For Official Use Only

GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



ATTACHMENT 1

PBS PAST PERFORMANCE QUESTIONNAIRE
CONTRACT INFORMATION <i>(Contractor/Offeror to complete Blocks 1-4)</i>
1. CONTRACTOR/OFFEROR INFORMATION Firm Name: Address: Phone Number: UEI Number: Contact Name Email Address: : Contact Phone Number:
2. GENERAL WORK INFORMATION Work performed as: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Please explain): Percent (%) of project work performed: If a subcontractor, who was the prime (Name/Phone #):
3. CONTRACT INFORMATION Contract Number: Delivery/Task Order Number (if applicable): Contract Type: <input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other (Please explain) Contract Title: Contract Location: Award Date (mm/dd/yy): Contract Completion Date (mm/dd/yy): Actual Completion Date (mm/dd/yy): Explain Differences: Original Contract Price (Award Amount): Final Contract Price <i>(to include all modifications, if applicable)</i> : Explain Differences:

For Official Use Only

GSA RFP No. 47PH0824R0005
 Brownsville Gateway Modernization
 February 2, 2024



PBS PAST PERFORMANCE QUESTIONNAIRE

4. PROJECT DESCRIPTION

Complexity of Work: ☐ High ☐ Med ☐ Routine

How is this project relevant to project of submission? *(Please provide details such as similar equipment, requirements, conditions, etc.)*

INSTRUCTIONS FOR CLIENTS COMPLETING THIS QUESTIONNAIRE: PBS requests that the client completes this questionnaire and submits it directly back to the offeror. The offeror will submit the completed questionnaire to PBS with their proposal, and may duplicate this questionnaire for future submission on PBS RFPs. Clients are highly encouraged to submit questionnaires directly to the offeror. However, questionnaires may be submitted directly to PBS. Please contact the offeror for PBS POC information. The government reserves the right to verify any and all information on this form.

Use the following adjective ratings and definitions in your evaluation of the Contractor's performance.

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(G) Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.

For Official Use Only

GSA RFP No. 47PH0824R0005
 Brownsville Gateway Modernization
 February 2, 2024



Use the following adjective ratings and definitions in your evaluation of the Contractor's performance.

(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

TO BE COMPLETED BY CLIENT

CLIENT INFORMATION						
Client Point of Contact Information						
Name:						
Title:						
Phone Number:						
Email Address:						
Project Information						
Contract Type:						
Contract Title:						
Contract Location:						
Describe your role in the project:						
Date Questionnaire was completed (mm/dd/yy):						
Client's Signature:						
Instructions: Please select the adjective rating that best reflects your evaluation of the contractor's performance.						
1. QUALITY:	E	G	S	M	U	N
(a) Quality of technical data/report preparation efforts.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

For Official Use Only

GSA RFP No. 47PH0824R0005
 Brownsville Gateway Modernization
 February 2, 2024



CLIENT INFORMATION						
(b) Ability to meet quality standards specified for technical performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	E	G	S	M	U	N
(a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below.)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Rate the contractor's use of available resources to accomplish tasks identified in the contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. CUSTOMER SATISFACTION:	E	G	S	M	U	N
(a) To what extent were the end users satisfied with the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Overall customer satisfaction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. MANAGEMENT/ PERSONNEL/LABOR	E	G	S	M	U	N
(a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Ability to hire, apply, and retain a qualified workforce to this effort.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. MANAGEMENT/ PERSONNEL/LABOR - Continued	E	G	S	M	U	N
(c) Government Property Control.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Knowledge/expertise demonstrated by contractor personnel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Utilization of Small Business concerns.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Ability to simultaneously manage multiple projects with multiple disciplines.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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GSA RFP No. 47PH0824R0005
 Brownsville Gateway Modernization
 February 2, 2024



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(h) Effectiveness of overall management (including ability to effectively lead, manage and control the program).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. COST/FINANCIAL MANAGEMENT	E	G	S	M	U	N
(a) Ability to meet the terms and conditions within the contractually agreed price(s)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) If this is/was a Government cost type contract, or a CMc/CMc at Risk Contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>(If no, please explain in comment section below.)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No					
(e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>(Indicate if show cause or cure notices were issued, or any default action in comment section below.)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No					
(f) Have there been any indications that the contractor has had any financial problems? <i>(If yes, please explain in the comment section below.)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No					
6. SAFETY/SECURITY	E	G	S	M	U	N
(a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Contractor complied with all security requirements for the project and personnel security requirements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. GENERAL	E	G	S	M	U	N
(a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Compliance with contractual terms/provisions <i>(If there were specific issues, please explain in the comments sections below)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



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(c) In summary, provide an overall rating for the work performed by this contractor.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
8. SUSTAINABILITY	
Did this project include sustainable methods, materials, processes or certifications? (See Whole Building Design Guide for acceptable requirements. Link to guide WBDG Green Building Standards and Certification Systems .) (If yes, please explain in the comments section below.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. SUMMARY	
Would you hire or work with this firm again? (If no, please explain in the comments section below.)	<input type="checkbox"/> Yes <input type="checkbox"/> No

COMMENTS SECTION

Please provide additional information below, and attach additional pages if necessary.

Please provide responses to the above questions (if applicable) and/or additional remarks. Also please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (please attach additional pages if necessary):

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GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



ATTACHMENT 2

Date: May 11, 2016

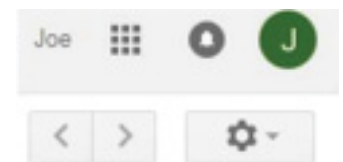
Subject: GSA Affiliated Custom Accounts (GACA) for Google Drive™ and Google Sites™

Google Drive™ and Google Sites™ provide GSA employees a way to create, edit and share work from anywhere. Real-time collaboration can now be accomplished not only with other GSA employees, but also their customers and business partners. The collaborative data stored on the Google Drive™ and Google Sites™ systems are compliant to the Federal Information Processing Standard (FIPS) 140-2. This standard ensures that access to and transmission of the files on these systems is via a secure web page that requires the TLS 1.2 encryption standard at minimum. The GSA has provided a mechanism to ensure that customers and partners of GSA can access this information via a Gmail Account. Although anyone can create the Gmail account, the account must be created with the string beginning "GSA." (the letters G S A and a period), and must have two factor authentication turned on.

*Applicability - This process applies to those customer agencies and civilian partners that have **not** incorporated the use of Google Apps for Government or Google Apps Premier into their workplace. As these agencies and civilian partners already have Google accounts as part of their environment, this process is not required for sharing information with GSA and information can be shared with them using the same processes for sharing information within GSA, using their applicable Google accounts.*

To create a Gmail account, go to <http://mail.google.com/mail/signup>, Complete the questionnaire, which includes the First and Last Name of the intended user, the logon name, which must start with "GSA." (the letters G S A and a period), a simple password (which will be changed for a PIN later), and a recovery email address. Submit the request and accept the Terms of Service by clicking on "I accept".

Once the "GSA." account is setup, the Gmail users can enable two-factor authentication by going to their Account Settings; reached via the pull down menu. Select the Accounts and Import tab, then Other Google Account settings.



The Sign-in and security page will open in a separate window. Select **"2-Step Verification"** in the *"Password & sign-in method"* section. This one time process will walk the Gmail user through the creation of the two factor authentication setup. The process is easy, only requires a cell phone that can receive simple messages, and only takes 10-15 minutes to complete. Note that the "Google Authenticator" application is available for Android, iOS, and BlackBerry so most any smartphone can be turned into a token-generating device.

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GSA RFP No. 47PH0824R0005
Brownsville Gateway Modernization
February 2, 2024



The GSA IT Security Staff will monitor all shared Google Sites™ and Google Drive™, notifying GSA users of non-compliance with this process. Once notified, if the share is reported to be with a user that maintains an account with a Google Apps for Government or Google Apps Premier, no further action will be required.